

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

HASSAN HIRSI, an individual,

Plaintiff,

v.

THE HERTZ CORPORATION, a Delaware
corporation, HERTZ TRANSPORTING, INC, a
Delaware corporation, FIREFLY RENT A CAR
LLC, a Delaware company and DTG
OPERATIONS, INC., an Oklahoma
corporation,

Defendants.

Case No. 2:16-cv-00333 RSL

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND DISMISSING
ACTION WITH PREJUDICE**

THIS MATTER came before the Court on Plaintiffs' Motion for Final Approval of Settlement. The Court has considered all papers and materials submitted by the Parties in support of the Conditional Settlement Agreement (Dkt. #48-1) (the "Settlement Agreement"), including Plaintiffs' preliminary and final motions in support of approval of the Settlement Agreement, all documents and exhibits filed in support thereof, and the entire record in this case. Having considered these materials and the statements of counsel at the Final Approval Hearing on December 5, 2018, the Court, being fully advised in the premises, has determined that the Settlement Agreement should be approved as fair, adequate, and reasonable. In making this determination, the Court has considered the likelihood of success both with respect to

1 Plaintiff's claims and Defendants' defenses. The Court has also considered the status and extent
2 of the Parties' investigation, research, discovery, and negotiation with respect to Plaintiff's
3 claims and Defendants' defenses. The Court has reviewed the terms of the Settlement
4 Agreement and has considered the recommendations of counsel for all Parties. The Court is
5 aware that substantial time and expense would be required to litigate Plaintiff's claims in the
6 event the Settlement Agreement is not approved. Finally, the Court finds that all settlement
7 negotiations were conducted in good faith and at arms' length and that there was no collusion.
8 Good cause appearing therefore, it is hereby ORDERED, ADJUDGED, AND DECREED
9 THAT:
10

11 1) The definitions set forth in the parties' Settlement Agreement, and the Court's
12 July 27, 2018 Order Granting Stipulated Motion for Certification of Settlement Class and
13 Preliminary Approval of Class Action Settlement ("Preliminary Order") (Dkt. #49), are hereby
14 incorporated (and applicable) herein as though fully set forth in this Order Granting Final
15 Approval of Class Action Settlement and Dismissing Action with Prejudice ("Final Judgment").
16

17 2) The Court has jurisdiction over the subject matter of this action and all Parties,
18 including members of the Settlement Class previously conditionally certified by the Court,
19 which consists of:

20 All employees of The Hertz Corporation, Hertz Transporting, Inc., Firefly Rent
21 A-Car, LLC, and DTG Operations, Inc. (collectively, "Hertz") who: (a) at any
22 time during the period from January 1, 2014, to October 31, 2015, reported to
23 (*i.e.*, clocked in and clocked out at) a worksite within the City of SeaTac; (b) can
24 be ascertained from Hertz's records as having had a base hourly wage rate at any
25 time during this same period that was less than the minimum hourly wage
26 prescribed by the City of SeaTac's Ordinance Setting Minimum Employment
Standards for Hospitality and Transportation Industry Employers, City of SeaTac
Municipal Code Chapter 7.45 (the "Ordinance"); and (c) prior to March 1, 2018,
did not file a wage complaint against Hertz with L&I pursuant to the 2006 Wage
Payment Act, RCW 49.48.082-.087, asserting a claim of underpayment of wages

1 during this same period premised upon an alleged violation of the Ordinance
2 (“L&I Wage Claim”) (provided, however, that any person who filed, but timely
3 withdrew, such an L&I Wage Claim prior to March 1, 2018, is included in the
4 Putative Class).

5 3) The Settlement Agreement was the result of arm’s length negotiations between
6 counsel for the Defendants and counsel for Plaintiff and the Settlement Class. The Court hereby
7 approves the Settlement Agreement and finds that it is fair, reasonable, and adequate to the
8 Settlement Class Members.

9 4) On or about August 27, 2018, the Class Notice (“Notice”) was mailed to the last-
10 known addresses of all Settlement Class Members. The Court finds and concludes that said
11 Notice fully satisfied the requirements of FRCP 23(c)(2)(B) and FRCP 23(e) and the
12 requirements of due process.

13 5) The Court finds that the Notice, which consisted of an individual notice mailed
14 to the last-known address of each Settlement Class Member, provided the best notice
15 practicable under the circumstances. This Notice provided due and adequate notice of these
16 proceedings and of the matters set forth therein, including the pendency of the action, the terms
17 of the proposed Settlement Agreement, the procedure for submitting objections to the
18 Settlement Agreement, and the procedure for requesting exclusion from the Class, to all persons
19 entitled to such notice, and said Notice fully satisfied the requirements of FRCP 23 and the
20 requirements of due process. The Declaration of Kelly Kratz (Dkt. #53) confirms that the
21 Notice was mailed in accordance with the terms of the Settlement Agreement and the Court’s
22 Preliminary Order.

23 6) No objections or opt-outs to the Settlement Class were received.
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1 7) Consistent with Section II of the Settlement Agreement, neither this Final
2 Judgment, nor the fact or substance of the Settlement Agreement, shall be considered a
3 concession or admission by or against the Defendants or any of the parties released in Section
4 6.01 of the Settlement Agreement (“Released Parties”), nor shall they be used against any of the
5 Released Parties as an admission, waiver, or indication with respect to any claim, defense, or
6 assertion, or denial of wrongdoing or legal liability.

7 8) The Court hereby dismisses this action and any and all settled claims with
8 prejudice as to Plaintiff and all Settlement Class Members, and without costs or attorneys’ fees
9 to any Party except as provided under the terms of the Settlement Agreement, this Final
10 Judgment, and the Court’s Order Granting Plaintiffs’ Motion for Award of Attorney’s Fees and
11 Incentive Awards.
12

13 9) The Court finds that Plaintiff and Class Counsel adequately represented the
14 Settlement Class for purposes of entering into and implementing the Settlement.

15 10) The Parties are hereby directed to proceed with the settlement payment
16 procedures specified under the terms of the Settlement Agreement, including without limitation
17 those contained in Section V of the Settlement Agreement.
18

19 11) Plaintiff and all Settlement Class Members, and all persons purporting to act on
20 their behalf, are hereby barred and permanently enjoined from maintaining, prosecuting,
21 commencing, or pursuing any claim (either directly, representatively, or in any other capacity)
22 released under Section 6.01 of the Settlement Agreement against any of the Released Parties in
23 any action, arbitration, or proceeding in any court, arbitration forum, or tribunal, and Plaintiffs
24 and all Class Members shall be conclusively deemed to have released and discharged the
25 Released Parties from any and all such claims.
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1 12) Without affecting the finality of this Final Judgment for purposes of appeal, the
2 Court reserves jurisdiction over the Parties as to all matters relating to the administration,
3 consummation, enforcement, and interpretation of the Settlement Agreement, the Final
4 Judgment, the Court's Order Granting Plaintiffs' Motion for Award of Attorney's Fees and
5 Incentive Awards, and for any other necessary purposes.

6 13) The Parties are hereby authorized, without further approval from the Court, to
7 mutually agree to and adopt such amendments, modifications, and expansions of the Settlement
8 Agreement and all exhibits thereto as (i) are consistent in all material respects with this Final
9 Judgment and the Court's Order Granting Plaintiffs' Motion for Award of Attorney's Fees and
10 Incentive Awards, (ii) are effected consistently with the terms of the Settlement Agreement, and
11 (iii) do not limit the rights of the Settlement Class Members under the Settlement Agreement.

12 14) The Court approves the proposed class action settlement, and orders the
13 following, consistent and in accordance with the terms of the Parties' Conditional Settlement
14 Agreement (Dkt. #48-1): (a) Hertz is directed to fund the settlement, (b) Hertz is authorized to
15 provide for the distribution of the Settlement Funds by the Settlement Administrator, and (c)
16 Hertz is directed to authorize the distribution of the attorney's fees and incentive awards by the
17 Settlement Administrator, as provided in the "Order Granting Motion for Attorney's Fees and
18 Incentive Awards" of even date.

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21 **IT IS SO ORDERED.**

22 Dated this 4th day of December, 2018.

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25 **Honorable Robert S. Lasnik**

1 PRESENTED BY:

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